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EXAMINER	
GREENE, DANIEL L	

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3621	

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Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)	
	09/610,005	DONAHUE, JAY	
	Examiner	Art Unit	
	Daniel L. Greene	3621	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *16 September 2003* .

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-27,29-42,44-46 and 48-56* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-27, 29-42, 44-46, 48-56* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

11)☐ The proposed drawing correction filed on _____ is: a)☐ approved b)☐ disapproved by the Examiner.

If approved, corrected drawings are required in reply to this Office action.

12)☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

13)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____ .

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

14)☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).

a) ☐ The translation of the foreign language provisional application has been received.

15)☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☒ Information Disclosure Statement(s) (PTO-1449) Paper No(s) *13* .
4) ☐ Interview Summary (PTO-413) Paper No(s). _____ .
5) ☐ Notice of Informal Patent Application (PTO-152)
6) ☐ Other: .

DETAILED ACTION

Response to Arguments

1. Applicant's arguments filed 9/16/03 have been fully considered but they are not persuasive.

2. In response to applicant's argument that there is no suggestion to combine the references, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, the Applicant sites that the reason there is no motivation to combine is because:

3. [a] Crawford teaches away from the application because he describes a system for editing a specific document, to arrive at the present invention, which manages an entire transaction.

4. [b] Crawford specifically discourages deferring answering a question, whereas it is an aspect of the present invention that non-agreed provisions are deferred to a later phase of negotiation.

5. The Examiner directs the Applicant to Col. 2, lines 25-65 which articulates the concept of the patent and addresses the issue of negotiations in reference to transactions and deferral of unresolved sections of the contract. The Applicant's

invention is itself a document that presents sections or clauses that requires participants to agree, defer or change/edit/modify to arrive at an agreement.

The Applicant further states that Crawford does not suggest the notion of a transaction having multiple, distinct phases. Also, that Crawford teaches away from "... the kind of crunch strategies which are bound up with aggressive win/lose negotiations." The Examiner directs the Applicant to Col. 6, lines 45-63 which teaches about the phases involved when managing negotiations between parties. A reference is to be considered not only for what it expressly states, but also for what it would reasonably have suggested to one of ordinary skill in the art. *In re DeLisle, 160 USPQ 806 (CCPA 1969).* PTO's guide lines for examining claimed language require: the examiner must make a determination, whether the claimed invention " as a whole" would have been obvious at the time of the invention to one of ordinary skill in the art. See MPEP 2142. In these pending claims, the examiner submits that the particular language, i.e., "distinct phases, does not serve as a limitation on the claim Crawford teaches about the progressions required to arrive at a negotiated contract. Not identifying them as distinct phases does not change their functionality or the outcome of the actions.

6. The Applicant further argues that Crawford does not teach or suggest:

7. [a] predefined actions associated with the lease provision

8. {b} multiple phases of negotiations

9. [c] intermediate report summarizing points of agreement

10. [d] a real estate agreement

11. [e] redisplaying provisions deferred.

Items a-c and e are addressed in the Office Action . The Applicant PTO's guidelines for examining claimed language require: the examiner must make a determination, whether the claimed language " as a whole" would have been obvious at the time of the invention to one of ordinary skill in the art. See MPEP 2142. In these pending claims, the examiner submits that particular language, "real estate agreement", does not serve as a limitation on the claim. Crawford does not expressly teach about using his invention for developing real estate contracts. However, Crawford does teach about developing contracts in general. Crawford further teaches about the limitations in the Applicant's independent claims without limiting his patent to a specific business transaction. A modifier to an action cannot be considered a unique or original concept because then every business transaction would become patentable without any new benefit to the general public. Thus, this descriptive material will not distinguish the claimed invention from the prior art in terms of patentability, *see In re Gulack*, 703 F.2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983); *In re Lowry*, 32 F.3d 1579, 32 USPQ2d 1031 (Fed. Cir. 1994).

Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to use the Crawford system of negotiations in any type of business transaction be it in real estate, contract services, equipment purchase, etc., because such data does not functionally relate to the steps in the method claimed and because the subjective interpretation of the data does not patentably distinguish the claimed invention.

Claim Rejections - 35 USC § 103

1. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

Claims 1,3, 11-15, 21-22, 30-42, 44, 46, 49, 50, 52, and 53-55 are rejected under 35 U.S.C. 103(a) as being unpatentable over Crawford et al., U.S. Patent No. 6,502,113 B1, [Crawford '113].

As per claims 1,14, 30, 38, 49, 50. 52, and 53:

Crawford '113 discloses the claimed invention except for the modifiers "lease, predefined real estate agreement, " in reference to the provisions. It would have been obvious to one having ordinary skill in the art at the time of the invention was made to utilize a plurality of modifiers, i.e. rent, buying, contract, etc. without changing the concept of the limitation presented which is, presenting a plurality of provisions for the customer to respond to in acquiring the use of an asset.

Crawford '113 further discloses:

displaying on a computer screen a plurality of lease provisions and a plurality of predefined actions associated with each lease provision, wherein the plurality of lease provisions are associated with a first phase of a lease negotiation; Fig. 10, Col. 8, lines 60-67, Col. 9, lines 1-20.

(2) for each of a plurality of negotiators to the lease transaction, selecting one of the plurality of predefined actions associated with each lease provision; Col. 9, lines 1-47.

(3) for each lease provision, determining whether each of the plurality of negotiators has selected the same associated predefined action and, if so, storing in the computer an indication of the associated lease provision as an agreed provision and, if not, deferring non-agreed lease provisions to a later phase of the lease negotiation. Col. 10 , lines 12-67.

As per claims 3,15.

wherein steps (1) and (2) are performed at a prospective tenant's computer during a first time period, and wherein steps (1) and (2) are performed at a prospective landlord's computer during a second time period. Col. 4, lines 20-33.

As per claim 11.

Crawford '113 further discloses:

in the later negotiation phase, resolving lease provisions that were deferred from the first negotiation phase. Col. 11, lines 50-67, Col. 12 & 12, lines 1-67.

As per claims 12, 22.

Crawford '113 further discloses:

a step of automatically generating an intermediate document that summarizes points of agreement in the negotiation. Col. 11, lines 50-67, Col. 12 & 12, lines 1-67.

As per claim 13.

Crawford '113 further discloses:

wherein steps (1) and (2) of claim 1 are performed over the Internet using web browsers by negotiators located at two different locations. Col. 4, lines 19-34.

As per claim 21.

Crawford '113 further discloses:

wherein the software prompts the tenant and landlord to resolve in a later negotiation phase lease provisions that were deferred from an earlier phase. Fig. 9, Col. 8, lines 38-42.

As per claim 31.

Crawford '113 further discloses:

Crawford' 113 discloses the claimed invention, as discussed above, except for the step of wherein each of the predefined real estate agreement provisions relates to a real estate lease provision. However, Crawford '113 does disclose managing negotiations for any type of business transaction. Col. 6, lines 46-63. It would have

been an obvious matter of design choice to modify the teachings of Crawford '113, to provide the step of wherein each of the predefined real estate agreement provisions relates to a real estate lease provision. Since the applicant has not disclosed that wherein each of the predefined real estate agreement provisions relates to a real estate lease provision solves any stated problem in a new or unexpected way or is for any particular purpose which is unobvious to one of ordinary skill and it appears that the claimed feature does not distinguish the invention over similar features in the prior art since, the teachings of Crawford '113 will perform the invention as claimed by the applicant with any means, method, or product to wherein each of the predefined real estate agreement provisions relates to a real estate lease provision.

As per claims 32, 39.

Crawford '113 discloses the claimed invention, as discussed above, except for the step of displaying the predefined real estate agreement provisions grouped into distinct negotiation phases. However, Crawford '113 does disclose having a selected document having a plurality of negotiable clauses that is the first retrievable display relating to the document. The document could any type of negotiable instrument, i.e., predefined real estate agreement provision that the originators designed to have groups of distinct negotiation phases. It would have been an obvious matter of design choice to modify the teachings of Crawford '113, to provide the step of displaying the predefined real estate agreement provisions grouped into distinct negotiation phases. Since the applicant has not disclosed that displaying the predefined real estate agreement

provisions grouped into distinct negotiation phases solves any stated problem in a new or unexpected way or is for any particular purpose which is unobvious to one of ordinary skill and it appears that the claimed feature does not distinguish the invention over similar features in the prior art since, the teachings of Crawford '113 will perform the invention as claimed by the applicant with any means, method, or product to displaying the predefined real estate agreement provisions grouped into distinct negotiation phases.

As per claims 33, 41.

Crawford '113 further discloses:

wherein step (1) of claim 30, is performed on two computers each located at a different geographic location, wherein each negotiator selects choices during different time periods. Col. 10, lines 40-57.

As per claim 34.

Crawford '113 further discloses:

The computer-assisted method of claim 30, wherein steps (1) to (3) are performed during a first negotiation period, and further comprising the steps of (4) during a later negotiation period, re-displaying real estate agreement provisions for which agreement was not reached during the first negotiation period, and repeating steps (2) and (3) for all such provisions. Fig. 4 & 5.

As per claim 35.

Crawford '113 further discloses:

the step of displaying each of the plurality of real estate agreement provisions simultaneously on a single computer screen. Fig. 15.

As per claim 36.

Crawford '113 further discloses:

displaying each of the plurality of real estate agreement provisions successively on separate computer screens. Col. 8, lines 1-40.

As per claim 37.

Crawford '113 further discloses:

A computer programmed with computer software that carries out steps (1) to (3) of claim 36. Col. 14, lines 60-67, Col. 15, lines 1-12.

As per claim 40.

Crawford '113 further discloses:

the step of further displaying on the second computer screen one or more computer selections made by the first negotiator. Fig. 11.

As per claim 42.

Crawford '113 further discloses:

The computer-assisted method of claim 38, wherein steps (1) to (4) are performed during a first negotiation period, and further comprising the steps of (6) during a later negotiation period, re-displaying agreement provisions for which agreement was not reached during the first negotiation period, and repeating steps (1) through (4) for all such provisions. Fig. 4, Fig. 15.

As per claim 44.

Crawford '113 further discloses:

the step of receiving a first ancillary value from the first negotiator representing a first proposed contract value corresponding to one of the predefined agreement provisions; Col. 9, lines 1-47

the step of receiving a second ancillary value from the second negotiator representing a second proposed contract value corresponding to one of the predefined agreement provisions; Col. 9, lines 1-47.

Crawford '113 discloses the claimed invention, as discussed above, except for if the first ancillary value and the second ancillary value are different, generating a message identifying a discrepancy. However, Crawford '113 does provide displays of discrepancies. Fig. 15. It would have been an obvious matter of design choice to modify the teachings of Crawford '113, to provide the step of if the first ancillary value and the second ancillary value are different, generating a message identifying a discrepancy

because the comparisons have been done and the computer program can be designed to not only list/place and manipulate the data to reflect present status, it can be programmed to provide any type of alert. In fact, Crawford '113 does take an action based upon the status of the values by changing their colors for presentation. Since the applicant has not disclosed that if the first ancillary value and the second ancillary value are different, generating a message identifying a discrepancy solves any stated problem in a new or unexpected way or is for any particular purpose which is unobvious to one of ordinary skill and it appears that the claimed feature does not distinguish the invention over similar features in the prior art since, the teachings of Crawford '113 will perform the invention as claimed by the applicant with any means, method, or product to if the first ancillary value and the second ancillary value are different, generating a message identifying a discrepancy.

As per claim 46.

Crawford further discloses:

A computer readable medium storing computer readable instructions that, when executed by a processor, cause a computer to perform steps (1) to (3) of claim 30. Col. 14, lines 60-67, Col. 15, lines 1-12.

As per claim 54:

Crawford further discloses:

wherein the predefined structure and sequence of questions for the first phase is different than the predefined structure and sequence of questions for a second phase. Fig. 11-13.

As per claim 55:

Crawford further discloses:

automatically generating a legal document based on agreements reached by the negotiations. Col. 4, lines 1-5. Crawford discloses the claimed invention except for automatically generate a legal document. It would have been obvious to one having ordinary skill in the art at the time the invention was made to automatically generate a legal document, since it has been held that broadly providing a mechanical or automatic means to replace manual activity, which has accomplished the same results, involves only routine skill in the art. *In re Venner, 120 USPQ 192.*

Claim 2 is rejected under 35 U.S.C. 103(a) as being unpatentable over Crawford '113 as applied to claim 1 above, and further in view of Hoyt et al., U.S. Patent No. 6,067,531. [Hoyt' 531]

As per claim 2:

Crawford '113 discloses the claimed invention except for the selecting either an AGREE choice or a DEFER choice for each lease provision. Crawford '113 does disclose about the process of agreeing or disagreeing with a provision/clause in reference to negotiations. Col. 10, lines 50-57. Hoyt' 531 teaches that it is known in the art to provide selecting either an AGREE choice or a DEFER choice for each lease provision. Fig. 6, Col. 30, lines 59-67, Col. 31, lines 1-67. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the process of agreeing or disagreeing with a provision/clause in reference of Crawford '113 with the selecting either an AGREE choice or a DEFER choice for each lease provision of Hoyt' 531, in order to further clarify the action required to establish that the user made the choice to agree of defer their decision on a clause/provision.

Claim 4 is rejected under 35 U.S.C. 103(a) as being unpatentable over Crawford '113, and further in view of Rickerd et al., U.S. Patent No. 6,112,189 [Rickerd '189]

As per claim 4.

Crawford '113 discloses the claimed invention except for the wherein the step of receiving from at least one of the negotiators a numerical value pertaining to at least one of the lease provisions. Rickerd '189 teaches that it is known in the art to provide a wherein the step of receiving from at least one of the negotiators a numerical value pertaining to at least one of the lease provisions. Col. 2, lines 52-67, Col. 3, lines 1-10. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the method of managing negotiations between parties of Crawford '113 with the step of receiving from at least one of the negotiators a numerical value pertaining to at least one of the lease provisions of Rickerd '189, in order to assist in the negotiating an optimum agreement.

2. Claims 5, 6, 16, 17 are rejected under 35 U.S.C. 103(a) as being unpatentable over Crawford '113 as applied to claim 1 above, and further in view of Boesch et al., U.S. Patent No. 5,897,621 [Boesch '621].

As per claims 5, 16.

Crawford '113 discloses the claimed invention except for the step of converting in the computer the numerical value from a first unit of measure to a second unit of measure and displaying the second unit of measure. Boesch '621 teaches that it is known in the art to provide a step of converting in the computer the numerical value from a first unit of measure to a second unit of measure and displaying the second unit of measure. Col. 3, lines 3-35. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the method for managing negotiations of Crawford '113 with the step of converting in the computer the numerical value from a first unit of measure to a second unit of measure and displaying the second unit of measure of Boesch '621, in order to facilitate international commerce.

As per claims 6, 17.

Crawford '113 discloses the claimed invention except for the step of converting in the computer the numerical value from a first unit of currency to a second unit of currency and displaying the second unit of currency.

Boesch '621 teaches that it is known in the art to provide the step of converting in the computer the numerical value from a first unit of currency to a second unit of currency and displaying the second unit of currency. Col. 3, lines 3-35. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the method for managing negotiations of Crawford '113 with the step of converting in the computer the numerical value from a first unit of currency to a second unit of currency and displaying the second unit of currency of Boesch '621, in order to facilitate international commerce.

3. Claims 7-10,18-20,29 are rejected under 35 U.S.C. 103(a) as being unpatentable over Crawford '113 as applied to claim 1 above, and further in view of Raveis, Jr., U.S. Patent 6,321,202, [Raveis '202]

As per claims 7,18.

Crawford '113 discloses the claimed invention except for the step of selecting a third-party service provider from a computer database, wherein the third-party service provider is selected from a geographic area to which the lease pertains. Raveis '202 teaches that it is known in the art to provide a the step of selecting a third-party service provider from a computer database, wherein the third-party service provider is selected from a geographic area to which the lease pertains. Col. 9, lines 8-31. It would have been obvious to one having ordinary skill in the art at the time the invention was made

to provide the method of managing negotiations of Crawford '113 with the step of selecting a third-party service provider from a computer database, wherein the third-party service provider is selected from a geographic area to which the lease pertains of Raveis '202, in order to associate vendors with at least one phase of the negotiation process.

As per claims 8,19.

Crawford '113 discloses the claimed invention except for the step of electronically transmitting to the third-party service provider a request for services pre-populated with information pertaining to the lease negotiation.

Raveis '202 teaches that it is known in the art to provide the step of electronically transmitting to the third-party service provider a request for services pre-populated with information pertaining to the lease negotiation. Col. 9, lines 8-31. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the method of managing negotiations of Crawford '113 with the step of electronically transmitting to the third-party service provider a request for services pre-populated with information pertaining to the lease negotiation of Raveis '202, in order to associate vendors with at least one phase of the negotiation process.

As per claim 9.

Crawford '113 discloses the claimed invention except for wherein the third-party service provider is an architect, and wherein the electronically transmitted request pertains to a floor plan for the lease.

Raveis '202 teaches that it is known in the art to provide wherein the third-party service provider is an architect, and wherein the electronically transmitted request pertains to a floor plan for the lease. Col. 9, lines 8-31.

It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the method of managing negotiations of Crawford '113 with wherein the third-party service provider is an architect, and wherein the electronically transmitted request pertains to a floor plan for the lease of Raveis '202, in order to provide the vendor selected with the information he needs to perform his requested function.

As per claims 10, 20.

Crawford '113 discloses the claimed invention except the step of completing an evaluation form for the negotiation and generating a report based on the evaluation form.

Raveis '202 teaches that it is known in the art to provide the step of completing an evaluation form for the negotiation and generating a report based on the evaluation form. Col. 14, lines 7-12.

It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the method of managing negotiations of Crawford '113 with the step of completing an evaluation form for the negotiation and generating a report based on the evaluation form of Raveis '202, in order to provide management with the information on how well their system is meeting the customer's needs.

As per claim 29.

Crawford '113 discloses the claimed invention except for the modifier "lease" in reference to the provisions. It would have been obvious to one having ordinary skill in the art at the time of the invention was made to utilize a plurality of modifiers, i.e. rent, buying, contract, etc., without changing the concept of the limitation presented which is, presenting a plurality of provisions for the customer to respond to in acquiring the use of an asset.

Crawford '113 discloses:

displaying on a first computer display device a plurality of lease provisions and a plurality of predefined actions associated with each lease provision, and receiving from a first party information selecting one of the predefined actions for each lease provision; Fig. 10, Col. 8, lines 60-67, Col. 9, lines 1-20.

displaying on a second computer display device the plurality of lease provisions and the plurality of predefined actions associated with each lease provision, and receiving from a second party information selecting one of the predefined actions for each lease provision; Fig. 10, Col. 8, lines 60-67, Col. 9, lines 1-20.

negotiating between the first and second parties to reach agreement on at least one of the lease provisions for which the first and second party did not reach agreement Col. 10 , lines 12-67.

Crawford '113 discloses the claimed invention except the step of receiving from each party an evaluation form including information relating to the lease negotiation process and generating a report including information received from the evaluation form.

Raveis '202 teaches that it is known in the art to provide the step of receiving from each party an evaluation form including information relating to the lease negotiation process and generating a report including information received from the evaluation form. Col. 14, lines 7-12.

It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the method of managing negotiations of Crawford '113 with the step of receiving from each party an evaluation form including information relating to the lease negotiation process and generating a report including information received from the evaluation form of Raveis '202, in order to provide management with the information on how well their system is meeting the customer's needs.

4. Claims 23, 27, 48 are rejected under 35 U.S.C. 103(a) as being unpatentable over Crawford '113, and further in view of Luke et al., U.S. Patent No. 6,131,087 [Luke '087].

As per claims 23, 48.

Crawford '113 discloses the claimed invention except for the modifier "lease" in reference to the provisions. It would have been obvious to one having ordinary skill in the art at the time of the invention was made to utilize a plurality of modifiers, i.e. rent, buying, contract, etc. without changing the concept of the limitation presented which is, presenting a plurality of provisions for the customer to respond to in acquiring the use of an asset.

Crawford '113 discloses:

displaying on a first computer display device a plurality of lease provisions and a plurality of predefined actions associated with each lease provision, and receiving from a first party information selecting one of the predefined actions for each lease provision; Fig. 10, Col. 8, lines 60-67, Col. 9, lines 1-47.

displaying on a second computer display device the plurality of lease provisions and the plurality of predefined actions associated with each lease provision, and receiving from a second party information selecting one of the predefined actions for each lease provision; Fig. 10, Col. 8, lines 60-67, Col. 9, lines 1-47.

determining those lease provisions for which the first and second parties have selected the same predefined action; Col. 10, lines 12-67.

Crawford '113 discloses the claimed invention except for those lease provisions for which the first and second parties have not selected the same predefined action, assisting the first and second parties in reaching agreement.

Luke '087 teaches that it is known in the art to provide for those lease provisions for which the first and second parties have not selected the same predefined action, assisting the first and second parties in reaching agreement. Col. 4, lines 3-25

It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the managing the negotiations between parties of Crawford '113 with the ability for those lease provisions for which the first and second parties have not selected the same predefined action, assisting the first and second parties in reaching agreement of Luke '087, in order to provide a system of matching and bargaining based on the many variable dimensions of a transaction between market participants.

As per claim 27.

Crawford '113 further discloses:

the step of preventing the first party and the second party from modifying any lease provision for which the parties have selected the same predefined action. Col. 13, lines 25-32.

Claim 24 is rejected under 35 U.S.C. 103(a) as being unpatentable over Crawford '113, Luke et al., U.S. Patent No. 6,131,087 [Luke '087], and further in view of Raveis '202

Crawford '113 and Luke '087 disclose the claimed invention except for generating a request for services from a local service provider. Raveis '202 teaches that it is known in the art to provide for a generating a request for services from a local service provider. Col. 11, lines 28-67.

It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the method of managing negotiations between parties of Crawford '113 and Luke '087 with the generating a request for services from a local service provider of Raveis '202, in order to associate vendors with at least one phase of the negotiation process.

Claim 25 is rejected under 35 U.S.C. 103(a) as being unpatentable over Crawford '113, Luke '087, Raveis '202 and further in view of Boesch '621

Crawford '113 and Luke '087 discloses the claimed invention except for the step of converting a value associated with one of the lease provisions from a first unit of measure to a second unit of measure and displaying the second unit of measure. Boesch '621 teaches that it is known in the art to provide a step of converting a value associated with one of the lease provisions from a first unit of measure to a second unit of measure and displaying the second unit of measure. Col. 3, lines 3-35. It would have been obvious to one having ordinary skill in the art at the time the invention was made

to provide the method for managing negotiations of Crawford '113 with the step of converting a value associated with one of the lease provisions from a first unit of measure to a second unit of measure and displaying the second unit of measure of Boesch '621, in order to facilitate international commerce.

Claims 26,45 are rejected under 35 U.S.C. 103(a) as being unpatentable over Crawford '113, Luke '087, and further in view of Rickard '189.

As per claim 26.

Crawford '113 and Luke '087 discloses the claimed invention except for the step of suggesting a value for a lease provision that is a compromise between a value offered by the first party and a value offered by the second party.

Rickard '189 teaches that it is known in the art to provide a step of suggesting a value for a lease provision that is a compromise between a values offered by the first party and a value offered by the second party. Col. 2, lines 52-67, Col. 3, lines 1-55. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the method for managing negotiations of Crawford '113 with the step of suggesting a value for a lease provision that is a compromise between a value offered by the first party and a value offered by the second party of Rickard '189, in order to facilitate expediting the negotiation process.

As per claim 45.

Crawford '113 further discloses:

receiving a first ancillary value from the first negotiator representing a first proposed contract value corresponding to one of the predefined agreement provisions; Fig. 10, Col. 8, lines 60-67, Col. 9, lines 1-20.

receiving a second ancillary value from the second negotiator representing a second proposed contract value corresponding to one of the predefined agreement provisions; Fig. 10, Col. 8, lines 60-67, Col. 9, lines 1-20.

Crawford '113 and Luke '087 discloses the claimed invention except for the step of suggesting a value for a lease provision that is a compromise between a value offered by the first party and a value offered by the second party.

Rickard '189 teaches that it is known in the art to provide a step of if the first ancillary value and the second ancillary value are different, proposing a third ancillary value representing a compromise between the first ancillary value and the second ancillary value. Col. 2, lines 52-67, Col. 3, lines 1-55. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the method for managing negotiations of Crawford '113 with the step of suggesting if the first ancillary value and the second ancillary value are different, proposing a third ancillary value representing a compromise between the first ancillary value and the second ancillary value of Rickard '189, in order to facilitate expediting the negotiation process.

Claims 51 and 56-57 are rejected under 35 U.S.C. 103(a) as being unpatentable over Crawford '113 , and further in view of Hoyt' 531.

As per claims 51 and 56:

Crawford '113 discloses the claimed invention except for the modifiers "lease, predefined real estate agreement, " in reference to the provisions. It would have been obvious to one having ordinary skill in the art at the time of the invention was made to utilize a plurality of modifiers, i.e. rent, buying, contract, etc. without changing the concept of the limitation presented which is, presenting a plurality of provisions for the customer to respond to in acquiring the use of an asset.

Crawford '113 further discloses:

displaying on a computer screen a plurality of lease provisions and a plurality of predefined actions associated with each lease provision, wherein the plurality of lease provisions are associated with a first phase of a lease negotiation; Fig. 10, Col. 8, lines 60-67, Col. 9, lines 1-20.

(2) for each of a plurality of negotiators to the lease transaction, selecting one of the plurality of predefined actions associated with each lease provision; Col. 9, lines 1-47.

(3) for each lease provision, determining whether each of the plurality of negotiators has selected the same associated predefined action and, if so, storing in the computer an indication of the associated lease provision as an agreed provision and, if not, deferring non-agreed lease provisions to a later phase of the lease negotiation.

Col. 10 , lines 12-67.

Crawford '113 discloses the claimed invention except for the selecting either an AGREE choice or a DEFER choice for each lease provision. Crawford '113 does disclose about the process of agreeing or disagreeing with a provision/clause in reference to negotiations. Col. 10, lines 50-57. Hoyt' 531 teaches that it is known in the art to provide selecting either an AGREE choice or a DEFER choice for each lease provision. Fig. 6, Col. 30, lines 59-67, Col. 31, lines 1-67. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the process of agreeing or disagreeing with a provision/clause in reference of Crawford '113 with the selecting either an AGREE choice or a DEFER choice for each lease provision of Hoyt' 531, in order to further clarify the action required to establish that the user made the choice to agree of defer their decision on a clause/provision.

As per claim 57:

Crawford further discloses:

displaying an input box corresponding to one of the lease provisions, wherein a negotiator enters comments corresponding to the lease provision in the input box. Fig. 14.

Examiner's Note: Examiner has cited particular columns and line numbers in the references as applied to the claims below for the convenience of the applicant.

Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested from the applicant, in preparing the responses, to fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

Conclusion

5. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Daniel L. Greene whose telephone number is 703-306-5539. The examiner can normally be reached on M-Thur. 8am-6pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James P. Trammell can be reached on 703-305-9768. The fax phone numbers for the organization where this application or proceeding is assigned are 703-305-7687 for regular communications and 703-305-7687 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-1113.

DLG

October 28, 2003

JAMES P. TRAMMELL
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 3600